This tariff replaces in its entirety Tariff No. 1, presently on file with the Commission

TELECOMMUNICATIONS TARIFF

OF

GLOBAL TEL*LINK CORPORATION

This Tariff contains the service descriptions and rates applicable to the furnishing of telecommunications services offered by GLOBAL TEL*LINK CORPORATION ("GLOBAL") within the State of Kentucky.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

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PURSUANT TO 807 KAR 5:011. SECTION 9 (1)

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) To signify Changed Regulation.
- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a rate
- (M) Moved from Another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a rate
- (S) Matter Appearing Elsewhere or Repeated for Clarification
- (T) Change in Text But No Change to Rate or Charge
- (Z) Correction

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company or its underlying carrier.

Account - The Customer who has agreed, orally or in writing, to honor the terms of service established by the Company. An Account may have more than one service billed to the same Customer address. An Account may include multiple locations for the same Customer.

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Collect Call - A call billed to the called party and completed through an automated call processing system that prompts the call originator and the called party such that the call is completed without live operator assistance.

Commission - The Kentucky Public Service Commission.

Company - GLOBAL TEL*LINK CORPORATION, unless stated otherwise.

Confinement Institution - Used throughout this tariff to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with GLOBAL Technologies for the provision of service for use by their inmate population.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. In the case of collect-only calling services provided to inmates of confinement Institutions, the called party is the Customer and is responsible for payment of charges.

End User - End Users of GLOBAL TEL*LINK CORPORATION's service are inmates of Confinement Institutions or penal facilities who are authorized by the Institution to use such services.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, CONT'D.

GLOBAL - Used throughout this rate sheet to mean GLOBAL TEL*LINK CORPORATION unless clearly indicated otherwise by the text.

Inmates - The confined population of Institutions.

Institution - See Confinement Institution.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

Pay Telephone - A telephone instrument equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

Person to Person Call - A service whereby the person originating the call specifies a particular person, station, department, or office to be reached by the automated operator system.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Station to Station Call - A service whereby the person originating the call does not specify a particular person, station, department, or office to be reached to accept the call.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

GLOBAL's services and facilities are furnished to inmates of correctional institutions for communications originating and terminating within the State of Kentucky. GLOBAL'S services and facilities are furnished for communications originating at specified points within the State of North Kentucky under terms of this Tariff.

GLOBAL provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. GLOBAL may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the GLOBAL services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Applicability of Tariff

This Tariff is applicable to telecommunications services provided by GLOBAL within the state of Kentucky.

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2.3 Payment and Credit Regulations

2.3.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of this tariff and subject to the rules of regulatory agencies, such as the Kentucky Public Service Commission. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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2.3 Payment and Credit Regulations, Cont'd.

2.3.2 Deposits

The Company reserves the right to examine the credit record of the Customer, using any lawful sources for determining credit standing. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit will be no greater than three months' estimated usage but may vary with the Customer's credit history and projected usage. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

Interest on deposits held will be paid annually at the interest rate prescribed by the Commission, unless the Customer's account is delinquent on the anniversary date of the deposit, in accordance with the provisions of 807 KAR 5:006 §7(6). Interest may be paid by refund or credit to the Customer's bill.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.3.3 Advance Payments

For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

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2.3 Payment and Credit Regulations, Cont'd.

2.3.4 Payment Due Date and Late Payment Charges

All bills are due upon receipt. Any bill outstanding and unpaid more than thirty (30) days after the date the bill is postmarked, shall be considered past due. A late payment fee of 1.5% per month will be applied to any past due balance. A penalty charge will not be applied to a prior penalty amount.

2.3.5 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Kentucky law and Kentucky Public Service Commission regulations.

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2.4 Taxes and Fees

- 2.4.1 For Debit Card calls, if offered, state and local taxes are included in the stated rates in this tariff. For all other calls, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.4.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.4.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

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2.4 Taxes and Fees, Cont'd.

2.4.3 Cont'd.

A. Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information that the originating station is an eligible pay telephone.

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call

\$0.26

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2.5 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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2.6 Liabilities of the Company

- 2.6.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.6.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.6.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.6.4 The Company will provide credit on charges disputed by Customer verbally or in writing that are verified as incorrect by Company. If objection is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

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2.7 Refusal or Discontinuance by Company

- 2.7.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, when the Company deems it necessary to take such action to prevent unlawful use of its service. GLOBAL will restore services as soon as it can be provided without undue risk.
- **2.7.2** GLOBAL may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice to comply with any rule or remedy any deficiency:
 - **A.** Upon ten (10) days' written notice, for non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - **B.** Upon reasonable notice, for use of telephone service for any purpose other than that described in the application.
 - C. Upon ten (10) days' written notice, for neglect or refusal to provide reasonable access to GLOBAL or its agents for the purpose of inspection and maintenance of equipment owned by GLOBAL or its agents, after negotiations for corrective action have failed.
 - **D.** Upon ten (10) days' written notice, for noncompliance with or violation of Commission regulation or rules and regulations on file with the Commission, after reasonable efforts to obtain Customer compliance have failed.
 - E. Without notice if a dangerous condition exists relating to the utility's service which could subject any person to imminent harm or result in substantial damage to the property of the utility or others on the Customer's premises.

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2.7 Refusal or Discontinuance by Company, Cont'd.

2.7.2 Cont'd.

- F. For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- **G.** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect GLOBAL's equipment or service to others.
- **H.** Without notice in the event of tampering with the equipment or services owned by GLOBAL or its agents.
- I. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, GLOBAL may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- J. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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2.8 Limitations of Service

- 2.8.1 Service will be furnished subject to the continuing economic availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.8.2 GLOBAL reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- 2.8.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.8.4 GLOBAL reserves the right to discontinue the offering of any service with proper notice or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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2.9 Use of Service

Service may be used for any lawful purpose for which it is technically suited.

2.10 Terminal Equipment

Company's facilities and service may be used with or terminated in Institution-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Institution, except as otherwise provided. The Institution is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

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2.11 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.12 Restoration of Service

Restoration of service shall be accomplished in accordance with Kentucky Public Service Commission and FCC rules and regulations.

2.13 Other Rules

2.13.1 The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES

3.1 General

GLOBAL provides automated operator assisted collect-only calling services for use by Inmates of prisons, jails or other Confinement Institutions for communications originating and terminating within the State of Kentucky. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service. Inmate access to the Company's services may be restricted by the administration of the Institution served.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of GLOBAL' services and network. No installation charges apply.

3.2 Timing of Calls

Billing for calls placed over the GLOBAL network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person to Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 Unless otherwise specified in this tariff, the minimum initial period for billing purposes is one (1) minute.
- 3.2.4 Unless otherwise specified in this tariff, billing for usage after the initial period is in full one (1) minute increments.
- 3.2.5 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, GLOBAL will reasonably is service commission of kentucky EFFECTIVE

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONT'D.

3.3 Institutional Operator Assisted Calling

Institutional operator assisted service allows inmates to place collect calls through an automated call processing system. The call processing system prompts the inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party.

A number of special blocking and screening capabilities are available with institutional operator services provided by The Company. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the institution.

For services provided to inmates of institutions, the following special conditions apply:

- a. Calls to "900", "976" or other pay-per-call services are blocked by The Company.
- b. At the request of the institution, The Company may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- c. At the request of the Institution, The Company may block inmate access to "911", "411", or local operators reached through "0-" dialing.
- d. At the request of the Institution, The Company may block inmate access to specific telephone numbers.
- e. Availability of the Company's services may be restricted by the institution to certain hours and/or days of the week.
- f. At the request of the institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning the Company's services is provided to the administration of each institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the institution's administration.

g. At the request of the institution, The Company may impose time KENTUCKY local and long distance calls placed using its services.

h. At the request of the institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government of the section 9 (1)

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONT'D.

3.4 Local Services Rates and Charges

Local operator assisted collect-only calls placed by inmates of institutions and other confinement facilities are billed as follows:

Per Local Call Surcharge:

\$1.50

plus the local per call coin rate of:

\$0.35

3.5 IntraLATA and InterLATA Services Rates and Charges

3.5.1 Service Charges:

Station to Station:

\$1.50

3.5.2 Usage Charges:

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Inter LATA per minute:

\$0.28

IntraLATA per minute:

\$0.23

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONT'D.

3.6 Prepaid Institutional Service

3.6.1 Applicability

Prepaid Institutional Service calls are originated by entering a Personal Account Code. The Company's system informs the Customer (i.e., inmate) of the Available Usage Balance remaining in his/her Prepaid Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's Account on a real time basis as the call progresses. With Prepaid Institutional Service, the Customer may purchase a voucher in any denomination. A Personal Account Code is assigned to each voucher with instructions for accessing and using the service. All monetary transactions take place between the institution and the Customer, and are under the direct and complete control of the institution.

Prepaid Institutional Service allows the Customer to make calls up to the total amount purchased divided by the per minute rate. Vouchers are not renewable. No minimum service period applies. Available Usage on the Customer's voucher is non-refundable.

Prepaid Institutional Service rates are not distance or time of day sensitive. Holiday discounts do not apply. Network usage for Prepaid Institutional Account Calls is deducted from the Available Usage Balance in Customer's Prepaid Account in full minute increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

Account balances as well as rates and charges are available from the system upon access to place a call.

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SECTION 3 - DESCRIPTION OF SERVICES AND RATES, CONT'D.

3.6 Prepaid Institutional Service, Cont'd.

3.6.1 Applicability, Cont'd.

Global Tel*Link's Prepaid Institutional Service is available 24 hours a day, seven days per week. The number of available accounts is subject to technical limitations. Accounts will be made available to Customers at the discretion of the Institution.

A. Exclusions

Calls to 700, 800, 900 numbers Calls to Directory Assistance 911 calls to emergency services Air to ground and high seas service Calls to live operators

B. Service Availability

- 1. All calls must be charged against an Institution Prepaid voucher that has sufficient available balance.
- 2. Calls in progress will be terminated by the Company if the balance on the voucher is insufficient to continue the call.

3.6.2 Territory

Global Tel*Link Prepaid Institutional Account Service can originate statewide.

3.6.3 Rates

Vouchers will be issued in any denomination of the Customer's choosing, subject to the requirements or restrictions of the Institution.

Per minute rates:

Local

IntraLATA

InterLATA

PUBLIC SERVICE COMMISSION

\$0.13 EFFECTIVE

\$0.33

\$0**A**8**G 2 2** 2002

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EXECUTIVE DIRECTOR

Effective:

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By:

Craig Ferguson, President 2609 Cameron Street Mobile, Alabama 36607

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